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8 **Attorney for Debtor**

9 **IN THE UNITED STATES BANKRUPTCY COURT**
10 **DISTRICT OF ARIZONA**

11 **In re:**

12 **GEORGE VALDEZ, JR.,**
13 **Debtor.**

14 **GEORGE VALDEZ, JR.,**
15 **Plaintiff.**

16 **v.**

17 **WEST H&A, LLC, a Delaware Limited**
18 **Liability Company; COUNTRYWIDE**
19 **HOME LOANS, INC., a corporation; THE**
20 **BANK OF NEW YORK MELLON FKA**
21 **THE BANK OF NEW YORK; BANK OF**
22 **AMERICA, NA; et. al.,**

23 **Defendants.**

In Proceedings Under Chapter 13

Case No.: 4:17-bk-13247 BMW
Adv. No.: 4:19-ap-00085 BMW

AMENDED
STIPULATION VOIDING WILD
INSTRUMENTS RECORDED
AGAINST 5545 NORTH SUNDANCE
PLACE

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1 It is hereby stipulated by and between interested party George Valdez Jr. and
2 permanent receiver Robb Evans & Associates LLC (“**Permanent Receiver**”), through
3 their respective attorneys, as follows:

4 1. Nationstar Mortgage, LLC had filed a complaint in the Central district Court
5 of California against West H&A, LLC, its affiliates, and its officers, agents and
6 attorneys. Nationstar is one of the many victims in West H&A, LLC fraudulent
7 scheme. See Exhibit A. It is in those proceedings that an order of receivership has been
8 entered and a receiver has been appointed for the preservation of assets and evidence.
9 The appointed receiver has the authority and power to “defend, compromise, adjust, or
10 otherwise dispose of any or all actions or proceedings instituted in the past or in the
11 future against the Permanent Receiver in its role as Permanent Receiver, or against the
12 Receivership Defendants.” See Exhibit B.
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15 2. The real property that is the subject of this stipulation (the “Property”) is
16 located in Pima County, is commonly described as 5545 North Sundance Place,
17 Tucson, Arizona 85718-5513, is assigned an assessor’s parcel number of 109-11-0640,
18 and is legally described as:
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20 **Lot 29 of Sunrise Estates, a Subdivision of Pima**
21 **County, Arizona, according to the plat of record in the**
22 **Office of Pima County Recorder in Book 23 of Maps**
and Plats at page 93 thereof.

23 3. On August 15, 2005, debtor executed a deed of trust which purported to
24 secure a promissory note for the purchase of the Property for an amount of
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1 \$256,000.00. *See* Exhibit C. The Deed of Trust had Countrywide Home Loans, Inc.
2 (Countrywide) as the Lender; and listed Mortgage Electronic Registration Systems,
3 Inc. (MERS) as the beneficiary under the Security Instrument and solely as nominee
4 for Lender and Lender's successors and assigns.

5 4. On October 31, 2013, MERS as nominee for Countrywide, assigned said
6 Deed of Trust to The Bank of New York Mellon Bank Fka The Bank of New York as
7 Trustee for the Certificate Holders of the CWABS Inc., Asset-Backed Certificates
8 Series 2005-16. *See* Exhibit C, last page.

10 5. Debtor alleges that on or around April 2017, Debtor was approached by a
11 representative of West H&A, LLC (West) and was told that Countrywide had assigned
12 the Deed of Trust to West and that now West was the new payee under the Deed of
13 Trust.
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15 6. On May 1, 2017, receivership defendant WEST H&A, LLC, prepared and
16 recorded with the Pima County Recorder, as Sequence No. 20171210607, dated
17 05/01/2017, a false and fraudulent Assignment of Deed of Trust ("Wild Assignment")
18 that purported to assign the Deed of Trust held by Countrywide Home Loans Inc. to
19 receivership defendant WEST H&A, LLC. *See* Exhibit D. The Wild Assignment was
20 prepared by Receivership Defendant WEST H&A, LLC. The Wild Assignment was
21 false, forged and fraudulent. Countrywide Home Loans Inc. did not authorize the Wild
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1 Assignment and did not execute it. Countrywide Home Loans Inc. did not sell or
2 assign the Note or Deed of Trust to Receivership Defendant WEST H&A, LLC.

3 7. On June 6, 2017, Receivership Defendant WEST H&A, LLC prepared and
4 recorded with the Pima County Recorder, as Sequence No. 20171530057, dated
5 06/02/2017, a false and fraudulent Deed of Trust ("Wild Deed of Trust") that purported
6 to instate Receivership Defendant WEST H&A, LLC as Trustee under the Deed of
7 Trust. *See* Exhibit E. The Wild Deed of Trust was prepared by WEST H&A, LLC. The
8 Wild Deed of Trust was false, forged and fraudulent. Receivership Defendant WEST
9 H&A, LLC did not have the authority to execute the Wild Deed of Trust.
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11 8. On November 9, 2017, Receivership Defendant BLG PC National prepared
12 and recorded with the Pima County Recorder, as Sequence No. 201713130242, dated
13 11/09/2017, a false and fraudulent Trustee's Deed Upon Sale ("Wild Trustee's Deed")
14 that purported to evidence Receivership Defendant WEST H&A, LLC as purchaser at
15 a November 7, 2017 auction. *See* Exhibit F. The Wild Trustee's Deed was prepared by
16 Receivership Defendant BLG PC National "as Substitute Trustee." The Wild Trustee's
17 Deed was false, forged and fraudulent. Receivership Defendant BLG PC National did
18 not have, at any time, apparent or constructive authority to execute a Trustee's Deed
19 Upon Sale. Receivership Defendant WEST's interest in the Deed of Trust stems from
20 the Wild Assignment, and Receivership Defendant BLG's supposed authority to
21 conduct a sale and/or recovery the Deed of Trust stems from a Wild Substitution.
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9. The Wild Assignment, Wild Deed of Trust, and Wild Trustee's Deed (collectively, the "**Wild Documents**") were intended and have the effect of clouding Plaintiff's interest in the Property. The recordation of the Wild Documents has damaged Plaintiff because it impairs Plaintiff's right to provide marketable title and/or sell the Property it owns.

AGREEMENT

10. Based on the Permanent Receiver's authorization to disclaim Receivership Defendants' purported interests in property where the Permanent Receiver has sufficient information to conclude that purported interest was acquired through fraud (see Exhibit B), and agreement with George Valdez Jr. hereto, the parties request the Court order the Wild Documents cancelled and declared void *ab initio*.


11. The Permanent Receiver agrees to execute all other documents that might be required to effectuate the terms of this stipulation and give Mr. George Valdez clear and marketable title to the Property.

12. Consequently, Plaintiff George Valdez Jr. and the Permanent Receiver require this order authorizing the voiding of the Wild Documents to clear marketable title.

1 13. Debtor will dismiss West H&A, LLC, immediately upon the entry of an
2 order approving this stipulation.

3 Dated: July 22, 2019.

4
5 /s/ Eric Ollason
6 **Eric Ollason**
7 **Attorney for Debtor**

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9 **Gary Owen Caris**
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13 **Attorney for the Receiver**